

NSCC Terms of Use Policy

Explore Entrepreneurship (e²)

Last Updated August 13th, 2013

1. Description of Service

- a. Explore Entrepreneurship provides access to Content (as defined herein) and various communication and technology tools (collectively, hereafter "e²"). "Content" includes, but is not limited to, text, graphics, animation, photographs, video, audio, sound, music, documents, files, scripts, software, programming code, interactive features, information, communication, opinion, recommendation, or advice posted, uploaded, submitted, transmitted, or otherwise made available on or via e² by you, NSCC, e² advertisers, sponsors, affiliates, or other users of e², whether private or public.
- b. e² is provided by the "Nova Scotia Community College" and its affiliates, sponsors, and advertisers (collectively, hereafter "NSCC").

Acceptance of Terms

- . e² is provided to you subject to the terms and conditions outlined herein (hereafter "Terms of Use" or "TOU"). This constitutes a legally binding agreement between you, e², and NSCC.
 - a. The TOU applies to all users of e², including users who are also contributors of Content, information, or other materials or services on e².
 - b. The TOU may be updated from time to time without notice to you. If an update to the TOU is, in NSCC's reasonable discretion, material, you will be notified via email, regular mail, postings on e², or other reasonable means.
 - c. To use e², you must first agree to the TOU. You may not use e² if you do not accept the TOU.
 - d. The most current version of the TOU can be reviewed on the e² website.
 - e. You agree and accept the TOU by using e² and/or clicking to accept or agree to the TOU, where this option is made available to you in e².
 - f. You may not use e² and may not accept the TOU if you are not of legal age to form a binding contract with NSCC. You must also comply with all local, national, and international laws and regulations that apply to you based on your location of residence and/or from the location from which you use e². Furthermore, children under aged 13 may only use e² under the supervision of a parent or guardian.
 - g. If the TOU is provided in a language other than English, you agree that the translation is only provided as a convenience and that the

English language version of the TOU will bind your relationship with NSCC, and will take precedence should there be any contradictions with non-English language versions.

- h. You understand and agree that NSCC reserves the right to determine, in its sole discretion, whether you have violated the TOU.

Use of e²

You understand and agree that e² is provided "as is" and that NSCC assumes no responsibility for the timeliness, deletion, misdelivery, or failure to transmit, receive, or store any user Content, communication, or settings.

- a. You understand and agree that use of e² and Content is at your sole risk.
- b. You understand and agree that e² may change from time to time without prior notice to you.
- c. You understand and agree that e² may include communications related to e², such as administrative messages, service announcements, and that these communications are considered part of e² and you may not be able to opt out of receiving them.
- d. You understand and agree that e² may contain text, files, and links to third party Content and Content sources that are not owned or controlled by NSCC or e². You should not act on any idea, advice, suggestion, or other information received by or through e² or NSCC without first seeking independent professional advice. NSCC assumes no responsibility for the Content, policies, or practices of any third party Content or Content sources. By using e², you indemnify and hold harmless NSCC from any and all liability arising from your use of e², NSCC, and third party Content or Content sources.
- e. e² may include advertisements and display of said advertisements are necessary for provision and use of e².
- f. You understand and agree that access to e² may be interrupted and NSCC may temporarily or permanently stop providing e², or any features within e², at NSCC's sole discretion, without prior notice to you.
- g. You understand and agree that if NSCC stops providing e², limits access to e², or disables your account, you may be prevented from accessing information, Content, resources, or communications related to your account and e².
- h. You are responsible for obtaining access to e², and that access may involve the need for equipment, as well as third-party fees, such as, but not limited to, Internet service provider or airtime charges. You are responsible for those fees.

- i. In order to use or access e², you may be required to provide information about yourself. You agree that any information you provide on e² or to NSCC will be accurate, complete, and up to date.
- j. In order to access certain features and Content on e² you have to create an e² account. You may not use, access, or alter another person's e² account or related Content without permission.
- k. You understand that you may be exposed to Content that may be inaccurate, incorrect, false, misleading, unsafe, harmful, hostile, intimidating, violent, pornographic, offensive, defamatory, libellous, indecent, unlawful, objectionable, prohibited, or generally considered inappropriate for a general audience, and you agree that NSCC will not, under any circumstances, be held liable in any way for said Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content or your use of e². NSCC makes no claims that e² or the Content is timely, accurate, error-free, or secure.
- l. You are solely responsible for the activity that occurs on your account. You must keep your e² account password secret and secure; otherwise you may be liable for losses incurred by e² and/or NSCC that result from such unauthorized use of your account.
- m. You must immediately notify NSCC of any unauthorized use of your account or suspicious activity related to your account.
- n. You agree not to, and not to attempt to, modify or alter e² in any way that is not explicitly allowed and provided for in the design and normal functionality of e².
- o. You agree not to use e² in any way that interferes with other people's use and enjoyment of e². This includes, but is not limited to any action that might be considered Spam.
- p. You agree not to disable, circumvent, or otherwise interfere with security-related features of e² or any other features intended to control, restrict, limit, monitor, or manage the use of e².
- q. You agree not to access Content on e² through any means or technology that is not explicitly allowed and provided for in the design of and normal functionality of e² or authorized means that NSCC may designate.
- r. You agree not to harvest personally identifiable information, including but not limited to usernames, nicknames, personal names, physical addresses, and email addresses, from e².
- s. You agree not to impersonate any person or entity or misrepresent your association or affiliation with a person or entity.
- t. You agree to the terms and conditions of the NSCC Privacy Policy.
- u. You agree not to use e² for any excluded commercial activity without the prior written permission of NSCC. Excluded commercial activity includes,

but is not limited to: Sale or access to NSCC on another website; Use of e² for the purpose of gaining advertising revenue; Any use of e² that NSCC, in its sole discretion, determines is contrary to the current or future success of e² and its community, or NSCC.

- v. You agree not to launch, use, or facilitate the use of any automated system, including but not limited to spiders, robots, archival services, or offline readers, that access e² in a manner that communicates, including but not limited to send requests and http requests, with e² in a given period of time more frequently than a human can reasonably do within the same period of time using a conventional Internet browser working under normal use. Notwithstanding the aforementioned limitations, e² and NSCC grant public search engine operators limited permission to use spiders to index e², including the copying of e² Content, for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indexes of e² Content but not for use in archives or caches. NSCC and e² reserve the right to revoke these exceptions in their entirety, partially, or on a case-by-case basis.
- w. You agree that your e² account is non-transferable.
- x. You agree to use Content and e² only as expressly permitted under this TOU.
- y. NSCC reserves all rights in e² not expressly granted in this TOU.

e² Account Termination

NSCC reserves the right, in its sole discretion, to restrict, limit, or terminate your account, with or without notice, at any time. NSCC will make reasonable efforts to provide notice prior to termination to provide for the retrieval of your Content.

User-Submitted Content

NSCC and e² do not claim ownership of Content you submit, post, or display on or through e², excluding Ideas and Feedback as defined herein. Content submitted, posted, or displayed on or through e², excluding Ideas and Feedback as defined herein, remains the property of its original and respective owners. However, by submitting, posting, or displaying Content on e², you hereby grant NSCC a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, and display the Content solely for the purpose for which such Content was submitted or made available or to operate e². The said license granted by you terminates 90 days after you remove or delete your Content from e². You understand and agree that some Content on e², such as but not limited to Comments, Reviews, and Ratings, is not deletable, and therefore the licenses granted by you in this regard are perpetual and irrevocable.

- a. Excluding user-submitted Content, other Content and trademarks, service marks, and logos are owned or licensed by NSCC, subject to copyright and other intellectual property rights under the law and may not be used or exploited for any other purpose without the express written consent of the respective owners.
- b. You understand that, when using e², you will be exposed to Content from a variety of sources, and that all Content is the sole responsibility of the person or organization from whom or where it originated. You agree to be responsible for all Content that you make available via e².
- c. NSCC does not guarantee the integrity, accuracy, or quality of Content. NSCC does not endorse any Content and explicitly disclaims any and all liability in connection with Content.
- d. You agree not to submit Content that may be considered unsafe, harmful, hostile, intimidating, violent, pornographic, offensive, defamatory, libellous, indecent, unlawful, objectionable, prohibited, or generally considered inappropriate for a general audience.
- e. You agree not to post information that you know to be incorrect, false, or misleading.
- f. You agree to be solely responsible for your own Content submissions and the consequences of submitting, posting, or publishing said Content.
- g. You agree not to submit, post, display, or transmit Content to or on e² in such a way as to violate the copyright, privacy, publicity, trade secrets, or intellectual property rights of the Content owner(s).
- h. User-Submitted Content must not be or contain viruses, trojan horses, spam, chain letters, pyramid schemes, or any Content or functionality that might interfere, interrupt, tamper with, or alter e² or its users' related software or hardware equipment or overall enjoyment of e².
- i. NSCC does not allow Content or activity on e² that infringes on copyrights, trade secrets, or intellectual property rights. You agree not to submit such Content or participate in said activities.
- j. Except as provided for in the Privacy Policy, you understand and agree that NSCC and e² do not guarantee any confidentiality with respect to any Content or information submitted by you to e².
- k. You understand and agree that NSCC reserves the right to modify, move, or remove any Content on e², without prior notice.
- l. You agree that Content submitted by you to e² may be retained and copied by NSCC for backup purposes even if it has been removed or deleted from public view and you hereby grant e² a royalty-free, irrevocable and perpetual license to do all things to achieve this.

Ideas and Feedback

"Ideas and Feedback" are suggestions, ideas, feedback, and/or proposals for changing, fixing, improving, or extending or adding to the features of e² submitted by you to NSCC through e² or other method. Notwithstanding the terms and conditions of section 5.a above, you acknowledge and agree that:

Your Ideas and Feedback do not contain confidential or proprietary information.

- a. NSCC is not under any obligation or confidentiality, express or implied, with respect to the Ideas and Feedback.
- b. NSCC is entitled to choose to, or choose not to, use or disclose said Ideas and Feedback for any purpose without restriction.
- c. NSCC may have something similar to the Ideas and Feedback already under consideration or in development.
- d. Your Ideas and Feedback automatically become the property of NSCC without any obligation of NSCC to you.
- e. You are not entitled to any compensation or reimbursement of any kind from NSCC under any circumstances.

Copyright or Intellectual Property Infringement

NSCC respects the rights of Content owners. If you believe your work is used on e² in a way that infringes on your copyright or violates your intellectual property rights, please contact NSCC via e² and provide sufficient information to identify and confirm the Content in question, the related violation, and your ownership rights.

General

Modification

You agree that NSCC, in its sole discretion, may choose to modify this TOU from time to time.

- a. **Notice**
NSCC may provide you with notices regarding e², including changes to the TOU, via email, regular mail, postings on e², or other reasonable means. The means by which notices are provided are at NSCC's sole discretion.
- b. **Headings**
The headings of the paragraphs are inserted for convenience of reference only and shall not affect the interpretation or construction of this TOU.
- c. **Indemnity**
You agree to indemnify, defend, and hold harmless NSCC, including subsidiary and affiliated companies and organizations, directors, officers,

agents, employees, shareholders, licensors, licensees, and agents from any claim or demand, liabilities, losses, damages or expenses, including reasonable attorneys' fees and costs made by any third party due to or arising out of Content you submit, post, transmit, or otherwise make available through e², your use of e² in violation of the TOU, or your violation of any rights of another.

d. **Waiver**

The failure or delay of NSCC to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right, remedy or provision.

e. **Severability**

If any provision in this TOU is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this TOU shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this TOU. The remaining provisions of this TOU shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this TOU.

f. **Entirety**

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior discussions, negotiations or agreements.

g. **Statute of Limitations**

You agree that, regardless of any statute or law to the contrary, any claims or cause of action arising out of, or related to e² or the TOU, must be filed within 6 months after such claim or cause of action arose or be forever barred.

h. **Trademarks**

"GoVenture", "MediaSpark", and "EntreOasis" are registered trademarks and trademarks of MediaSpark Information Technology Solutions Incorporated in Canada, the United States, and/or other countries. All other trademarks and registered trademarks are property of their respective owners.

i. **Limitations of Liability**

By using e² and Content, you accept it "As Is", "with all faults." NSCC, including subsidiary and affiliated companies and organizations, directors, officers, agents, employees, shareholders, licensors, licensees, and agents make no warranties or conditions, express, implied or statutory, with respect to e² and the Content including those for merchantability and fitness for a particular purpose. NSCC will not be liable, in any event, for any incidental or consequential damages whatsoever (including, without limitation, damages for loss of personal or business profits, loss of business or personal information, non-infringement, interruption, other pecuniary loss, or their equivalent under the laws of any jurisdiction) arising out of use or inability to use e² and the Content, even if NSCC has been specifically advised of the possibility of such damages. NSCC make

no representation that e² and the Content is free of defects. NSCC also make no warranties or conditions, express, implied or statutory, including those for merchantability and fitness for a particular purpose, with respect to the operation or performance of e², the Content, or access performance of information obtained from the Internet while using e² or Content. The entire risk of use and consequences of use of e² and the Content falls completely on you, and NSCC shall not be liable in any respect for any claims loss or injury alleged to have resulted from use of or in reliance on e² and the Content. In no event will the liability for any damages ever exceed the cost of the fees directly charged by NSCC and paid by you for your right to use e². Your sole remedy for dissatisfaction with e² and the Content is to cease use of e².

j. **Additional Warranties**

No written or oral information, guidance, or advice provided by NSCC or through e² shall create any warranty not expressly stated in the TOU.

k. **Applicable Law**

This Agreement shall be governed by the laws of the Province of Nova Scotia, Canada.

l. **MediaSpark**

You agree that the Indemnity described in clause 8.d. and Limitation of Liability described in 8.i. extends to include and protect MediaSpark Information Technology Solutions Incorporated, including its subsidiary and affiliated companies and organizations, directors, officers, agents, employees, shareholders, licensors, licensees, and agents.